

SALE AGREEMENT

THIS AGREEMENT made this _____ '2019 **BETWEEN RAJ ABASAN PRIVATE LIMITED, (PAN NO. AACCR5243H)** a Private Limited Company incorporated under the Company Act 1956, having its registered office at 162/B/324, Lake Gardens, P. S. Lake, Kolkata – 700045, the Developer herein, represented by it's Director **SRI. VINAY PURI** son of Sri. Vinod Puri residing at 162/B/324, Lake Gardens, P. S. Lake, Kolkata – 700045 hereinafter called "**the DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to include its successors-in-interest and assigns) of the **FIRST PART:**

AND.....

SRI. _____ (**PAN NO.** _____) son of
 _____ **by Occupation-** _____, residing at
 _____ hereinafter called "**the PURCHASER**" (which
 expression shall unless excluded by or repugnant to the context be deemed to include
 his/her heirs, executors administrators, representatives and assigns) of the **SECOND**
PART :

AND

(1) **BISWADEB ROY**, son of Late Aswini Kumar Roy, by faith – Hindu, by
 occupation – Service, residing at 164/3A, Lake Gardens, Flat No. C/3, Police
 Station – Lake, Kolkata – 700045, and (2) **SMT. RUBY ROY**, wife of Pinaki Roy, by
 faith – Hindu, by occupation – Housewife, residing at 164/3A, Lake Gardens, Flat
 No. C/3, Police Station – Lake, Kolkata – 700045, hereinafter referred to as the
OWNERS/CONFIRMING PARTY (which term or expression shall unless excluded by
 or repugnant to the context be deemed to mean and include their heirs, executors,
 administrators, legal representatives and assigns) of the **ONE PART**.

AND WHEREAS the Owners No.1 herein Sri Biswadeb Roy, absolutely seized and
 possessed of Sali land measuring about 4 Cotthas more or less lying and situated
 in Mouza Nayabad, Scheme Plot No. 2, R.S. Dag No. 145, R.S. Khatian No. 95, Touzi
 No. 56, J.L. No. 25, R.S. No. 3, within the jurisdiction of the Kolkata Municipal
 Corporation, Ward No. 109, Premises No. 559, Nayabad, Police Station – Purba
 Jadavpur, Kolkata – 700 032, under Assessee No. 31-109,-08-0560-9, morefully
 described in the Schedule hereunder written by virtue of deed of conveyance
 dated 31st August' 1998 registered in the office of DSR, Alipore 24 Parganas and
 recorded in Book No. I, Volume No. 385, pages 200 to 207, Being No. 14732 for
 the year 1983.

WHEREAS the Owner No.2 herein Smt. Ruby Roy, absolutely seized and possessed of Sali land measuring about 4 Cotthas 10 chittacks more or less lying and situated in Mouzaa Nayabad, Scheme Plot No. 4, R.S. Dag No. 145, R.S. Khatian No. 95, Touzi No. 56, J.L. No. 25, R.S. No. 3, within the jurisdiction of the Kolkata Municipal Corporation, Ward No. 109, Premises No. 559, Nayabad, Police Station – Purba Jadavpur, Kolkata – 700 032, under Assessee No. 31-109,-08-0561-0, morefully described in the Schedule hereunder written by virtue of deed of conveyance dated 31st August' 1998 registered in the office of DSR, Alipore 24 Parganas and recorded in Book No. I, Volume No. 385, pages --- to 181, Being No. 14730 for the year 1983.

AND WHEREAS to enjoy the said property properly both the Owners has decided to develop their said property after amalgamation of the said two premises into one premises and for which they entered into an two agreement separately with the Developer herein Raj Abasan Pvt. Ltd. on the terms and conditions stated therein.

AND WHEREAS to amalgamate of their said two premises Biswadeb Roy the Owner No. 1 herein executed a Deed of Conveyance in favour of the Owner No. 2 Smt. Ruby Roy, All That undivided share of land measuring about 100 sq.ft. in premises No.559, Nayabad, Police Station – Purba Jadavpur, Ward No. 109, Kolkata – 700099, by way of Deed of Conveyance registered in the office of A.D.S.R. Sealdah, and recorded in Book No. I, CD Volume No.7, pages 4710 to 4725, Being No. 03103, for the year 2012.

AND WHEREAS simultaneously Smt. Ruby Roy, the Owner No. 2 herein executed a Deed of Conveyance in favour of Biswadeb Roy, the Owner No. 1 All That undivided share of land measuring about 100 sq.ft. in premises No.561,

Nayabad, Police Station – Purba Jadapvur, Ward No.109, Kolkata – 700099, by way of Deed of Conveyance registered in the office of A.D.S.R. Sealdah, and recorded in Book No. I, CD Volume No.7, pages 4735 to 4750, Being No. 03105, for the year 2012.

AND WHEREAS said Biswadeb Roy the Owner No.1 and Smt. Ruby Roy, the Owner No.2 herein, amalgamated their said two premises into one premises in the K.M.C. being known and numbered as amalgamated Premises No.559, Nayabad, Police Station Purba Jadavpur, under Assessee No. 31-109-08-0559-2 total land measuring about measuring about 8 Cottahs 10 Chittacks more or less.

AND WHEREAS both the parties have decided to develop the said property through the Developer M/S RAJ ABASAN PVT. LTD., herein and as such they have entered into a Joint Venture Agreement **dt. 24/6/2014**.

AND WHEREAS it has been decided that both the owners shall be entitled to 40% of the total sanctioned area of Flat along with 40% share sanction car parking space at the ground floor and developer shall be entitled to 60% of the area along with 40% share sanction car parking space at the ground floor of the G+ Three storied building together with undivided proportionate share of land at the said amalgamated Premises No.559, Nayabad, Police Station – Purba Jadavpur, Ward No.109, Kolkata–700 045,

AND WHEREAS to comply all the terms and conditions of the said agreement said both **SRI. BISWADEB ROY, SMT. RUBY ROY** the Vendors herein, executed a Power of Attorney dt. **24/6/2014** in favour of the director Vinay Puri of **M/S. RAJ ABASAN PRIVATE LTD.** a private Limited Company incorporated under the Companies Act, 1956, having its registered office at 162/B/324, Lake Gardens, Police Station – Lake, Kolkata – 700 045, registered in the office of D.S.R. III, Alipore, District 24 Parganas

(South), and recorded in Book No.I,CD Volume No. 13, pages 1788 to 1797 Being No. 04958, for the year 2014.

AND WHEREAS in terms of the said Joint Development Agreement and on the authority of Power of Attorney the Developer prepared building plan through the Architect and obtained Sanction Plan from the Kolkata Municipal Corporation vide Building Permit No. 2019120124 dt. 22/10/2019.

AND WHEREAS the Developer has arrange to started construction of the said G+4 storied building in mean time the Purchasers after scrutiny of all the papers and documents title deeds sanctioned plan etc. and being satisfied have offered the Developer to purchase Flats being Flat No. _____ on the _____ **floor**, measuring about _____ **Sq.ft.& carpet area &** _____ **sft. Super Built up area**, and one covered car parking space at the ground floor measuring about 100 sq.ft. of the said G+4 storied building at the said Premises No. 559, Nayabad, Police Station – Purba Jadavpur, Ward No.109, Kolkata – 700 099 District 24 Parganas (South), morefully described in the Seventh Schedule hereunder written and the developer has agreed to sell the said flats and car parking space at and for the total consideration of **Rs. _____/- (Rupees _____) only** and the Developer has agreed to sell the said flats and car parking space of the said G+4 storied building, free from all encumbrances, to the Purchaser at the said consideration and the Purchaser has agreed to purchase the same at the said consideration on the following terms and conditions:-

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows :

1. That the purchasers has this day paid a sum of **Rs. _____/- (Rupees _____) only** to the Developer and for which the owner do hereby admit, and acknowledge the receipt by Memo of Consideration hereunder. The balance amount of **Rs. _____/-** shall be paid in the following manner mentioned in the sixth Schedule Part II hereunder:

2. The Developer has already handed over all the Legal documents i.e. Building Sanction Plan/Registered Deed to the Purchaser before execution of this Agreement.

3. That the Developer will construct a G+4 storied building as per building plan consisting of several Independent flats and car parking spaces thereon..

4. That if the Purchasers fail to Pay installments as per schedule mentioned in the Sixth Schedule-Part II there will be interest charged @ 12% p.a. on all sums becoming due hereunder and which the Purchasers fails to pay to the owner within the period of 30 days (thirty) hereunder for the period during which the Purchasers remains in default. This will be without prejudice to the other rights of the owner hereunder.

5. If there are more than two consecutive defaults from the purchasers, the Developer have the right to cancel this agreement.

6. That if the Developer fails and/or neglect to deliver the possession of the said flat within the stipulated time will be given failing which, the purchaser will be entitled to receive interest @ 12% p.a. on all sums already paid to the Developer hereunder and which the Developer fails to pay to the purchasers within the period of 30 days hereunder for the period during which the Owner remains in default. This will be without prejudice to the other rights of the purchasers hereunder.

7. That after completion of the said building the Developer will execute the deed of conveyance in favour of the Purchaser, upon receiving the final payment.

8. **MISCELLANEOUS COVENANTS DURING CONSTRUCTION:**

8.1. Until delivery of possession of the Said Unit to the Purchasers, the Developer shall exclusively be entitled to possess the Said Unit and the premises and every part thereof.

8.2. During construction and at all times thereafter the Said Unit and the Said Share In The Land and The Rights And Properties appurtenant hereto shall be at the risk of the Developer.

8.3. The Purchasers shall not deal with, let out, encumber or transfer the Said Unit and /or the Said Share In The Land And The Rights And Properties Appurtenant Thereto without the consent in writing of the Developer, till possession of the Said Unit is delivered to the Purchaser.

9. **POSSESSION:**

9.1. Upon construction of the Said Unit, the Developer shall give notice thereof the Purchaser, who shall within 15 (Fifteen) days of service of the said notice, take possession of the Said Unit after fulfilling all his covenants hereunder.

9.2. The Purchaser shall, unless they takes possession earlier, be deemed to have taken possession of the Said Unit on the Date of Possession, i.e. on the 15th (Fifteenth) day of the service of the Said notice, irrespective of when he takes actual physical possession.

9.3. It will be necessary for the Developer to complete the Common Areas before giving the said notice.

9.4. As after the Date of Possession, the purchasers shall not raise any objection or claim anywhere, shall not raise any objection or claim of any nature whatsoever regarding completion at the said Unit.

10. **NOTICE:**

10.1. All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th Fourth day of the date of despatch of one copy of such notice by registered post with acknowledgement due and the second copy of such notice under Certificate of Posting at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address

or return of the cover sent by registered post without the same being served. None of the parties shall raise any objection as to service of notices, served as aforesaid.

THE FIRST SCHEDULE:

(Definition)

In this Agreement, the words and expression used shall, unless they be contrary and/or repugnant to the context, have the following meanings;

1. ADVOCATE shall mean PRADIP KUMAR CHATTERJEE, Advocate, of 56, Purna Das Road, Ground floor, Calcutta 700 029.

2. ARCHITECTS "HIRONMOY MUKHERJEE" for the New Building

3. ASSOCIATION shall mean a limited company or society or syndicate or association to be promoted and formed by the Developer for the Common purposes;

4. COMMON AREAS shall mean all the common areas, facilities, amenities, erections, constructions and installations to comprise in the Premises and/or the New Building, more fully mentioned in the THIRD SCHEDULE hereto and expressed or intended by the Developer for common use and enjoyment of the Co-owners;

5. COMMON EXPENSES shall include all expenses to be incurred by the Co-Owners for the maintenance, management and of the New Building and the Premises and/or expenses for the common purposes, including, those mentioned in the FIFTH SCHEDULE hereto;

6. COMMON PURPOSES shall mean the purposes of managing and maintaining the New Building and the premises, particularly the common Areas, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations, for the most beneficial use and enjoyment of their respective Units exclusively and the Common Area in common;

7. CO-OWNERS shall, according to its context, mean all the person who acquire or agree to acquire or own Units in the New Building and shall include the Owners and the Developer, in case they retain any Unit;

8. CORPORATION shall mean the Kolkata Municipal Corporation and shall also include the Kolkata Metropolitan Development Authority and other concerned authorities, which may recommend, comment upon and/or ratify the Plans and the construction of the New Building;

9. COVERED AREA shall, according to its context, mean the plinth area of the Said Unit or all this Units in the New Building, including, the bathrooms and balconies and also the thickness of the outer walls, internal walls and pillars and also including a proportionate share of the Covered Areas of the Common Areas PROVIDED THAT if any wall be common between 2 (Two) Units, then 1/2 (One-Half) of the area of such wall shall be included in each such Unit;

10. DATE OF POSSESSION shall mean the 15th (Fifteenth) day of the service of the notice by the Developer;

11. NEW BUILDING shall mean the Building to be constructed by the Developer on the Premises in pursuance hereof.

12. OWNERS/Developer shall include their and each of their successors-in-interest and/or assignees.

13. PARKING SPACE shall mean the open or open car parking space underneath the building in the Premises, for parking of a medium sized motorca measuring about 100 sft., agreed to be sold to the Purchaser, if any and which is included in the Said Unit; Any additional car parking space available will be only sold by the Developer to one of the purchasers of the building.

14. PLANS shall mean the plans, drawings and specifications of the New Building, prepared by the Architects and Sanctioned by the concerned authorities PROVIDED THAT it shall also include all alterations and modifications thereto, from time to time, made with the approval of the Architects and/or the Corporation;

15. PREMISES shall mean the Premises described in the SECOND SCHEDULE hereto and delineated on the Map annexed hereto, marked "A" and bordered "GREEN" thereon

and shall also include the new Building to be constructed thereon, wherever the context so permits;

16. PROPORTIONATE OR PROPORTIONATELY shall mean the proportion which the Covered Area of any Unit be to the Covered Area of all the Units in the New Building PROVIDED THAT where if refers to share of any rates and/or taxes amongst the Common Expenses, then such share of the whole shall be determined on the basis on which such rates and/or taxes are being levied, i.e. in case the basis of any levy be area rental Income or user, then the same shall be shared on the basis of area, rental income or user of the respective Units by the Co-Owners, respectively;

17. PURCHASER shall include the Purchaser's successors-in- interest and/or assignees;

18. SAID SHARE IN THE LAND AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO shall mean and include the Undivided Impartible Proportionate Share appurtenant to the Said Unit TOGETHER WITH the proportionate benefit of the Plans relating to the Said Unit and the common Areas BUT SUBJECT TO the obligations to purchase the Said Unit wholly and the Common Areas proportionately, from the Developer;

19 SAID UNIT shall mean the Unit described in PART-I of the SIXTH SCHEDULE hereto and delineated on the Map annexed hereto, marked "B" and bordered "RED" thereon and shall include the Parking Space; if any, agreed to be sold to the Purchaser;

20. UNDIVIDED IMPARTIBLE PROPORTIONATE SHARE shall mean the undivided share in the Land contained in the Premises described in the SECOND SCHEDULE hereto, appurtenant to the Said Unit and interalia, agreed to be sold to the Purchaser hereunder, which shall always be impartible and shall be proportionate to the Covered Area of the Said Unit and shall also mean such shares appurtenant to all other Units comprised in the New Building, wherever the context permits;

21. UNITS shall mean the spaces constructed in the New Building, intended and/or capable of being exclusively owned, held and/or occupied by any Co-owner;
22. SINGULAR shall include the plural and vice versa;
23. MASCULINE shall include the feminine and neuter gender and vice versa;:

THE SECOND SCHEDULE ABOVE REFERRED TO:

(THE PREMISES)

ALL THAT piece and parcel of bastu land total measuring about 8 cotthas 10 Chittacks more or less lying and situated in Mouza Nayabad, Scheme Plot No. 2, R.S. Dag No.145, R.S Khatian No.95, Touzi No.56, J.LNo.25, R.S. No.3, within the jurisdiction of the Kolkata Municipal Corporation, Ward No.109, being amalgamated Premises No.559, Nayabad, Police Station – Purba Jadavpur, Kolkata – 700 045, under Assessee No.31-109-08-0559-2, District 24-Parganas (South), butted and bounded as follows:-

- ON THE NORTH** : 12’ft wide common passage;
- ON THE SOUTH** : Dag No. 145, land of Smt. Rubi Roy (561, Nayabad;
- ON THE EAST** : Plot No.2 in Dag No. 145 (Meena Roy);
- ON THE WEST** : 18’ft wide Metal Road.

THE THIRD SCHEDULE:

(The Common Areas)

SECTION-A: (Those that are included in the Construction price mentioned in PART-IV of the SIXTH SCHEDULE hereto:

1. AREAS:

a)The foundation, columns, girders, beams, supports main walls, corridors, lobbies, stairs, stair ways, entrance to and exit from the building to be constructed on the said land and intended for common use.

- b) Lobbies and stair cases;
- c) Common installations on the roof;
- d) electric meter space/ Durwan Toilet;
- e) Roof is common.

2. WATER AND PLUMBING: Water reservoirs, water tanks, water pipes (save those inside any Unit).

3. **ELECTRICAL INSTALLATIONS:**

- a) Wiring and accessories for lighting of Common Area.
- b) Pump and motor.

4. DRAINS: Drains, sewers and pipes.

5. OTHERS: Other Common areas and installations and/or equipment as are provided in the New Building for common use and/or enjoyment.

SECTION-B: (Those for which proportionate costs are to be paid extra by the Purchaser to the extent they are deemed to be common across all the owners having their concurrence and evidenced as such).

1. The full amount of security deposit and other costs payable to CESC Ltd., for giving direct electric meter in respect of the said Unit and proportionate share of the total amount of security deposit and other costs payable to CESC Ltd. For the electric meters transformer and electrical sub-station etc. if any for maintenance running and operating any common area or installation.

2. The fees and/or legal charges of the Advocate for preparation of this Agreement and the sale deed to be executed by the Purchaser itself of the said Unit on the deemed date for possession or the date of execution of the Deed of Conveyance in respect of the said Unit, whichever be earlier.

3. All stamp fees, registration fees and allied expenses on execution and registration of this Agreement and of the sale deed or deeds and other documents to be executed and/or registered in pursuance hereof.

4. GST payable by the purchaser or as applicable by the competent authority.
5. Other facilities or installations provided for the common use of the Co-owners and not covered by SECTION-A hereinabove.
6. The Purchaser shall also pay wholly the:
 - a) increased costs of the Developer due to any variation or extra work over that mentioned in the FOURTH SCHEDULE hereto:

6.1 All amounts mentioned in the Schedule B clauses 1 & 2 hereinabove shall be paid by the Purchaser at the time of delivery of possession. In case the exact liability on any head cannot be qualified, then the payment shall be made according to the Developer's reasonable estimation SUBJECT TO subsequent accounting and settlement within a reasonable period.

7. **MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:-**

7.1 As from the date of possession, the Purchasers covenants:

- a) to co-operate with the Developer in the management and maintenance of the New Building and/or the premises and formation of the Association;
- b) to observe the rules framed from time to time by the Developer for the common purpose;
- c) to allow the Developer and its workmen to enter into the said Unit/Flat for completion and for the common purposes;
- d) to pay and bear the common expenses in respect of the new building and/or the premises proportionately and the said Unit/Flat wholly;
- e) till the separate assessment of the said Unit/Flat for the purpose of municipal rates, to let out or part with possession of the said Unit/Flat only after prior information in writing to the Developer/Contractor of the full particulars of the occupant and rent and all other charges and benefits receivable by the Purchaser in respect thereof, to the extent necessary for assessment of the liability for rates taxes and other impositions, it being clarified that in case of sale, only prior information of intention to transfer

will be necessary and the Purchaser will not be required to disclose the consideration or terms of sale or other particulars.

- f) To deposit the amounts reasonably required by the Developer towards the Purchasers' liability for the rates, taxes and other outgoings;
- g) To pay for electricity and other utilities consumed in or relating to the said Unit/Flat;
- h) To use the said Unit/Flat including the additional covered area as Purchased by the Purchaser herein for commercial purposes;
- i) Not to put any article including name plate and letter box save at the place approved or provide by the Developer; and
- j) Observe such other covenants as be deemed reasonable by the Developer and upon formation of Association by the Association for the common purposes.

7.2 Until formation of the Association, the Developer shall manage and maintain the new building and the premises and the Purchasers shall pay to the Developer as common expenses a fixed amount calculated at such rate as be advised by the Architect subject to increase according to rise in relevant price index, from time to time.

7.3 The deposit for the rates and taxes from time to time shall be according to the laws then prevailing.

7.4 The said payments and/or deposits shall be made within 7th (seventh) day of month for which the same be due, in case of monthly payments and otherwise, within 8 (eight) days of the Developer's demand.

7.5 All amounts to be deposited by the Purchasers in pursuance hereof shall be interest free and shall be utilized only for the purpose for which the same are made respectively SUBJECT HOWEVER to the other provisions hereof.

7.6 At the time of possession, the Purchaser shall deposit with the Developer a sum of Rs. 6,000/- as deposit towards the common expenses and rates. Such deposit shall be treated as a Security deposit and shall be transferred to the Association, upon its formation.

8. ASSOCIATION:

- 8.1 The Developer shall form the Association for the common purpose and the Unit/Flat holders shall be made the members thereof with equal powers therein. In other words, each Unit/Flat shall represent one share, irrespective of the number of persons owning it and irrespective of the same person owning more than 1(one) Unit.
- 8.2 The Purchasers shall bear and pay the proportionate costs of formation and the expenses of the Association and shall pay for acquire and hold membership with proportionate voting rights.
- 8.3 The Developer shall upon completion of the new building transfer to the Association all the Developer's rights and obligations with regard to the common purposes and shall also transfer the residue then remaining of the security deposit and other deposits, if any, made by the Unit holders for the common purposes after adjusting all amounts then remaining due and payable by them to the Developer. The amounts thus transferred shall be held by the Association in the account of the Co-Unit holders respectively for the purposes thereof.
- 8.4 After the Developer makes the aforesaid transfer to the Association, all the rights and obligations of the Developer with regard to the common purposes shall stand transferred to the Association and only the Association shall be entitled thereof and obliged therefore. All references to the Developer herein shall henceforth be deemed to be references to the Association.

9. **FORCE MAJEURE:**

- 9.1 In case there be delay in the Developer's and/or the Developer's fulfilling their obligations hereunder due to any natural calamities such as floods, earth quakes, hurricanes etc., acts of God reasons beyond control of the Developer then it shall not be liable to pay any interest or damages thereof.

10. **MISCELLANEOUS:**

- 10.1 The new building shall be known as decided by the Developer and/or the Unit Holders and/or the Association shall not be entitled to change the name at any time in future.

11. **ARBITRATION:**

11.1 All disputes and differences by and between the parties hereto in any way relating to or connected with the premises and/or the new building and/or this agreement and/or anything done in pursuance hereof shall be referred for arbitration to such person as be appointed mutually to be adjudicated in accordance with the Indian Arbitration and conciliation Act'1996 Law in force. The Arbitrator shall have the right to proceed summarily and to make interim awards.

12. JURISDICTION:

12.1 Only the Courts having territorial jurisdiction over the premises shall have jurisdiction in all matters relating to or arising out of this agreement.

THE FOURTH SCHEDULE:

PART-I

(Manner of completion of the Common Areas)

The Common Areas will be completed and finished as follows:

1. RCC structure.
2. 8" (Eight Inch) thick brick built outer walls and 3" (Three Inch) brick built of partition walls.
3. Commercial ply flush doors.
4. Main entrance door will have external face teak ply.
5. External surface will be painted with snowcem or equivalent Asian Paints Weather coat.
6. Marble in the staircase, Marble in the lobby.

THE FIFTH SCHEDULE:
SPECIFICATION

1. FOUNDATION :-

The foundations shall be reinforced cement concrete as per computerized design.

2. SUPER STRUCTURE :-

The super structure of the building shall have reinforced cement concrete framed structure with reinforced cement concrete columns, beams and slabs.

3. WALLS;-

Walls of the building shall be 200mm thick brick walls on the external face and 75 Mm thick brick partition walls with cement sand mortar.

4. FINISHES ;-

All internal surfaces to be plaster with cement sand mortar and finished with plaster of paris putting. All external walls to be plaster with waterproof cement sand mortar and painted with cement paint.

5. FLOORING

Flooring inside flats shall be tiles, staircases. lobbies shall be Mosaic .Toilet and kitchen shall have marble.

6. DOORS

All door – frames shall be of seasoned and treated hardwood. Shutter will be made of hot pressed factory made solid core phenol bounded flush doors.

Doors shall be 32 mm thick with oxidized steel hinges and tower bolts. doors Stoppers, godrej mortise lock.

7. WINDOWS

Windows with integrated grill.(Aluminum will be at extra cost).

8. TOILET FITTINGS:-

All toilets to have concealed plumbing for hot cold water to include one European WC and one wash basin both in white and reputed make CP fitting Will include (3 concealed stopcock,1 bibcock,1 shower with arm all of Essco/Or equivalent make, Ceramic tile dado on walls unto 5ft.height to be provided.

9. KITCHEN FITTING /FIXTURE;-

R.C.C. preparation platform with Green marble finish with sink to be provided along with floor washing arrangement. One CP bibcocks to be

fitted together with concealed plumbing , kitchen shall have ceramic tile dado of 2' above the counters, kitchen flooring shall be of marble.

10. ELECTRICAL INSTALLATIONS;-

Concealed copper wiring using ISI marked wires unto points, switch boards, switches, distribution boards and MCB but excluding fans and light fittings.

11. WATER ARRANGEMENTS;-

Underground reservoir for C.M.C. water, one centrifugal pump overhead water tank, land tube-well installation if permissible along with submersible pump, all interconnecting plumbing, valves and delivery pipe -lines to be installed.

12. LIFT :- FIVE passengers lift of L .T. Elevators.

13. AMENITIES & FACILITIES;-

(A) Generator if required at the extra cost of the unit Owners of sufficient load capacity for operating lift, water pump, lighting the common areas.

(B) Cable connection in each flat

(C) One Telephone point in each flat.

THE SIXTH SCHEDULE:

(The Common Expenses)

1. MAINTENANCE: All costs for maintaining, operating, replacing, repairing, White-washing, painting, decorating, re- ing, re-building, re-constructing, lighting and renovating the Common Areas, including, the exterior or interior (but not inside any unit) walls of the New Building.

2. OPERATIONAL: All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas, including pumps and other common installations including, their licence fees, taxes and other levies (if any) and the lights of the Common Areas.

3. STAFF: The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, clerks, security personnel, sweepers, plumbers,

electricians etc.including their perquisites, bonus and other emoluments and benefits.
Rs.1.00 per sq.ft. per month.

4. INSURANCE: All expenses for insuring the New Building and/or the Common Areas inter alia, against earthquake, fire, mob violence, damages, civil commotion, etc. at actuals.

5 COMMON UTILITIES: All charges and deposits for supplies of common utilities to the Co-owners, in common

6. ELECTRICITY: All charges for the electrical connection to CESC divide equally among the flat owners.

7. LITIGATION: All litigation expenses incurred for the Common Purposes and relating to common use and enjoyment of the Common Areas.

8. RATES AND TAXES: Municipal Tax, Multistoried Building Tax, Water Tax and other levies in respect of the Land and the New Building SAVE these separately assessed on the Purchaser.

. RESERVES: Creation of fund for replacement, renovation and other periodic expenses.

10. Sales Tax and or Service Tax deposit if required to be paid.

THE SEVEN SCHEDULE:

PART - I

(The Said Unit)

ALL THAT the flat No. 4A & 4B, ON THE 4th LOOR of the New Building, covered area (including staircase and Common Areas) having a 885 sft & 851 sft. super built up area more or less and one covered car parking space at the ground floor measuring about 100 sq.ft. delineated on the Map annexed hereto, marked "B" each flat consisting of 2 bedroom/ Drawing-cum-Dining/ 2 Toilets/ Kitchen/ Balcony bordered " RED " therein with the undivided proportionate share of Land and proportionate share in the Common Areas of the building attached to the said premises being Premises No 559, Nayabad, Kolkata 700 099.

PART - II

(Payment Consideration)

1.Simultaneously with the execution
on Agreement

Rs. _____/-

2. Within 45 days from signing of this Agreement

Total: Rs. _____/-
Rs. _____/-

IN WITNESS WHEREOF the parties hereto have executed these presents on the day month and year first above written.

EXECUTED AND DELIVERED by the DEVELOPER at Calcutta in the presence of:

- 1.

- 2.

EXECUTED AND DELIVERED by the PURCHASER at Calcutta in the presence of:

- 1.

- 2.

EXECUTED AND DELIVERED by the OWNER/CONFIRMING PARTIES at Calcutta in the presence of:

- 1.

- 2.

RECEIVED from the within named purchaser Within mentioned sum of Rs. _____/- (Rupees _____) only as per Memo below:-

MEMO OF CONSIDERATION.

Date Cheque No. Bank & Branch Amount Service Tax Total

SIGNATURE OF THE DEVELOPER

Witnesses: